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U.S. BANKRUPTCY COURT
FILED
NEWARK, NJ

2018 JAN 24 P 2:21

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UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY

In re: : CHAPTER 13 PROCEEDING
: CASE NO. 17-24300--JKS

SHABNAM D. SHAH,

: Hon. John K. Sherwood, U.S.B.J.
Debtor. : OBJECTION TO CONFIRMATION OF
: DEBTOR'S CHAPTER 13 PLAN
:

OBJECTION TO CONFIRMATION OF DEBTOR'S CHAPTER 13 PLAN

Legend Hills Condominium Association, Inc. ("Association"), Secured Creditor, by and through its undersigned counsel, objects to confirmation of Debtor's Chapter 13 Plan for the following reasons:

1. Debtor Shabnam D. Shah ("Debtor") resides at 31 Legend Hills Drive, Edgewater, New Jersey, which is a condominium unit located in the Association ("Condominium Unit").
2. The Association filed before the deadline for doing so a proof of claim for pre-petition maintenance and related fees in the amount of \$4,419.88.
3. At that time, Debtor was required to pay the Association its monthly maintenance fees of \$268.37 per month. Debtor included in her initial Plan the payment of the pre-petition

debt to the Association, and also included the obligation to pay the post-petition maintenance fees outside of the Plan.

4. The Debtor filed a Modification of her Plan, dated December 6, 2017, stating that her circumstances had changed and that she was unemployed and proposed that her payments to the Trustee be reduced from \$343.00 per month to \$108.00 per month. She also proposed that the lender receive full pre- and post-petition money due at the time she decides to sell the unit, and she requests that she have until December 2018 to do so.

5. The Debtor has not been current on the payment of her post-petition maintenance fees to the Association, and as of January 1, 2018, the Debtor owes \$567.56 in these fees. As of January 18, 2018, the Debtor had not yet paid her January fees. The last payment from the Debtor was in November of 2017, but it was returned for insufficient funds. A copy of her post-petition account history is attached hereto as **Exhibit "A"**.

6. Debtor's modification to her Plan provides that she will pay post-petition maintenance fees to the Association, as required pursuant to 11 U.S.C. § 523(a)(16). The Debtor, however, is behind in same and if she is now unemployed, it is unclear how these fees will be paid. The Debtor has not made any payments to the Association outside of the plan since November 2017, and the last payment made, which is posted on the account on November 24, 2017, was returned for insufficient funds.

7. The Debtor is not employed, has not been able to pay her post-petition maintenance fees and yet, wants to continue owning and presumably living in the Condominium Unit until December 2018 since she has requested an extension until that time to sell the Condominium Unit. Debtor cannot provide any assurances that the property will be sold by that time; this is too speculative to confirm compliance with the plan, which is required by 11 U.S.C.

1325(a)(6). *See also Ewald v. Nat'l City Mortg. Co. (In re Ewald)*, 298 B.R. 76 (Bankr. E.D. Va. 2002) (holding that in evaluating the ability to comply with the plan, the court must consider whether it is feasible or too speculative, and whether it has a "reasonable likelihood of success.") (citation omitted). In the original Plan, filed in July 2017, the Debtor proposed to sell the property by December 13, 2017, and obviously those efforts were not successful. This does not provide confidence or any assurances as to when the Condominium Unit will be sold, including any efforts being made to do so, and/or if a short sale agreement can be reached. It seems clear that every month that goes by means the amount due to the lender will only increase, making short sale efforts more difficult as time passes.

8. In addition, the Debtor's current unemployed status demonstrates that Debtor's ability to comply with the plan's payments is not feasible. This is in direct contrast to Debtor's assertions in November of 2017, when the Debtor indicated that she had obtained stable employment in a doctor's office in Debtor's Certification in Opposition. *Compare* Doc. #20 with Docs. #23, 27,

9. Pursuant to 11 U.S.C. § 523(a)(16), even if Debtor obtains a discharge pursuant to 11 U.S.C. §1328(b), the Debtor has an obligation to pay post-petition maintenance fees to the Association. The Debtor is in arrears on these post-petition maintenance fees and based upon her unemployed status, has not indicated the manner in which they will be paid.

10. For the reasons set forth herein, the Association objects to the Debtor's Plan.

WHEREFORE the Association respectfully requests this Court sustain the objections stated herein and deny confirmation of Debtor's Modified Plan, and for such other and further relief as the Court may deem just and proper.

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ATTORNEY FOR LEGEND HILLS
CONDOMINIUM ASSOCIATION, INC.

legend hills\shah\objection to debtor modified plan

Building LEG3

LEGEND HILLS CONDO ASSN INC For the Periods October 2017 thru January 2018
 31-50 LEGEND HILLS DRIVE
 EDGEWATER, NJ 07020

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Tenant Profile
LEGEND HILLS BLDG. 3

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 Menu ID TP

Unit	SHAH, SHABNAM
31	POST-BANKRUPTCY A/C

Current Balance Due	567.56
Last Paid	\$268.37 11/24/2017

Miscellaneous Tenant Info			
Move In:	7/14/2017	Security Deposit	0.00
Vacate		Key Deposit	0.00
Lease Starts		Social Security	XXX-XX-XXX
Lease Expires		No. of Shares:	1.754000

Unit Address	
31 LEGEND HILLS DRIVE	EDGEWATER, NJ 07020

Billing Address	
SHABNAM SHAH	
31 LEGEND HILLS DRIVE	EDGEWATER, NJ 07020

Contact Info	Status Codes
Home Phone (973)943-3792	
Office Phone	
Fax	
Cell Phone	
Email	
Shami510@gmail.com	

Unit Info	
Room Count	Sq. Ft.
Floor #	Sq. Ft. %
URSO/SCARPELLI TO SHAH	

Tenant Notes	
Chapter 13 Bankruptcy 7/14/17 - Must pay current monthly amount every month. Pre-bankruptcy account will be paid through the attorney/bankruptcy court.	

Total Balance Due as of 01/18/18				567.56
Billing Period	Chge Code	Charge Description	Balance	
01/01/18	13	MAINT. FEE	268.37	
12/01/17	13	MAINT. FEE	268.37	
12/01/17	106	INTEREST CHG	5.82	
11/01/17	9	INSUFF CHK CHG	25.00	
Balances by Charge Code				
	13	MAINT. FEE	536.74	
	106	INTEREST CHG	5.82	
	9	INSUFF CHK CHG	25.00	

Billing Period	Batch Number	Trans Type	Tans Date	Charge Code	Charge Description	Billings & Adjustments	Check Number	Paid	Running Balance
Period Of 10/01/17									
Open Bal		OPEN	10/01/17						-81.26
10/01/17	27260	ADJ	10/01/17	13	MAINT. FEE	268.37			187.11
Period Of 11/01/17									
11/01/17	SYS	BILL	11/01/17	13	MAINT. FEE	268.37			455.48
11/01/17	28153	ADJ	11/14/17	12	LEGAL FEES	19.30			474.78
11/01/17	28462	ADJ	11/29/17	9	INSUFF CHK CHG	25.00			499.78
	28040	PAID	11/09/17				000100413706	455.48	44.30
	28337	PAID	11/24/17				000100890474	268.37	-224.07
	28462	NSF	11/29/17				000100890474	-268.37	44.30
Period Of 12/01/17									
12/01/17	SYS	BILL	12/01/17	13	MAINT. FEE	268.37			312.67
12/01/17	29076	ADJ	12/18/17	12	LEGAL FEES	75.00			387.67
12/01/17	29089	ADJ	12/18/17	106	INTEREST CHG	5.82			393.49
12/01/17	29164	ADJ	12/19/17	12	LEGAL FEES	-75.00			318.49
11/01/17	29164	ADJ	12/19/17	12	LEGAL FEES	-19.30			299.19
Period Of 01/01/18									
01/01/18	SYS	BILL	01/01/18	13	MAINT. FEE	268.37			567.56

EXHIBIT

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